

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION**

**CURTIS ANDERSON and
GLORIA ANDERSON,**

PLAINTIFFS,

VS.

CIVIL ACTION NO. 4:06CV61-P-B

**NATIONWIDE MUTUAL FIRE
INSURANCE COMPANY,**

DEFENDANTS.

FINAL JUDGMENT

In accordance with a Memorandum Opinion issued this day, **IT IS ORDERED AND
ADJUDGED** that:

(1) Plaintiffs' Motion for Summary Judgment [13-1] is **DENIED**;

(2) Defendant's Motion for Summary Judgment [17-1] is **GRANTED**; therefore, the court
hereby declares that:

(a) Nationwide Mutual Fire Insurance Company fulfilled its obligations to Curtis and Gloria
Anderson under the subject policy;

(b) The subject policy provides no coverage or benefits for Curtis and Gloria Anderson's
February 2005 claimed loss;

(c) Nationwide Mutual Fire Insurance Company had a legitimate or arguable reason to deny
coverage and did not wrongfully deny coverage to Curtis and Gloria Anderson in this matter; and

(d) Nationwide Mutual Fire Insurance Company did not act tortiously or maliciously toward
Curtis and Gloria Anderson at any time relevant to this matter; and

(3) This case is **CLOSED**.

SO ORDERED this the 6th day of March, A.D., 2007.

/s/ W. Allen Pepper, Jr. _____
W. ALLEN PEPPER, JR.
UNITED STATES DISTRICT JUDGE